



DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT -
Engineering Division
129 North Second Street Yakima, WA 98901
Phone: (509) 575-6111 – Fax: (509) 576-6314

Michael Morales, Director

CONTRACTOR'S INDEMNITY AGREEMENT

_____, Contractor, hereby agrees to hold harmless, indemnify, and defend the City of Yakima, a Municipal Corporation; and each of their officers, officials, employees, or agents, from any and all liability claims, losses, or damages arising, or alleged to have arisen, from the performance of work during the construction of public works improvements described as:

by reason of any negligent act or omission of the Contractor, any Subcontractor, or Supplier, or by any agent, employee, or representative of any of them.

In witness whereof, the undersigned has caused the indemnity agreement to be executed and its seal affixed by the duly authorized officer's this _____ day of _____, 20 _____

Name of Corporation/Business

By: _____

Title: _____

Attest: _____

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER	<div> <div> <div>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</div> <div>INSURERS AFFORDING COVERAGE</div> </div> </div>
<div>AGENT ADDRESS</div>	
INSURED	INSURER A: A - VII or BETTER ADMITTED CARRIER
<div>CONTRACTOR ADDRESS</div>	INSURER B: A - VII or BETTER ADMITTED CARRIER
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<div>GENERAL LIABILITY</div> <div> <div><input checked="" type="checkbox"/></div> <div>COMMERCIAL GENERAL LIABILITY</div> <div> <div><input type="checkbox"/></div> <div>CLAIMS MADE</div> <div><input checked="" type="checkbox"/></div> <div>OCCUR</div> </div> </div> <div> <div>GEN'L AGGREGATE LIMIT APPLIES PER:</div> <div> <div><input type="checkbox"/></div> <div>POLICY</div> <div><input checked="" type="checkbox"/></div> <div>PRO-JECT</div> <div><input type="checkbox"/></div> <div>LOC</div> </div> </div>		POLICY #	DATE	DATE	EACH OCCURRENCE	\$ 2,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 1,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 50,000
					PRODUCTS - COM/PROP AGG	\$ 5,000
<div>AUTOMOBILE LIABILITY</div> <div> <div><input checked="" type="checkbox"/></div> <div>ANY AUTO</div> <div><input type="checkbox"/></div> <div>ALL OWNED AUTOS</div> <div><input type="checkbox"/></div> <div>SCHEDULED AUTOS</div> <div><input type="checkbox"/></div> <div>HIRED AUTOS</div> <div><input type="checkbox"/></div> <div>NON-OWNED AUTOS</div> </div>		POLICY #	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
<div>GARAGE LIABILITY</div> <div> <div><input type="checkbox"/></div> <div>ANY AUTO</div> </div>					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
<div>EXCESS LIABILITY</div> <div> <div><input type="checkbox"/></div> <div>OCCUR</div> <div><input type="checkbox"/></div> <div>CLAIMS MADE</div> </div> <div> <div><input type="checkbox"/></div> <div>DEDUCTIBLE</div> <div><input type="checkbox"/></div> <div>RETENTION</div> <div>\$</div> </div>					EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
<div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div>		POLICY #	DATE	DATE	WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CITY OF YAKIMA, THEIR AGENTS, EMPLOYEES, AND ELECTED OR APPOINTED OFFICIALS AS ADDITIONAL INSUREDS FOR PROJECT # _____.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
<div>CITY OF YAKIMA</div> <div>129 N. 2ND STREET</div> <div>YAKIMA, WA 98901</div>	<div>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</div> <div> <div>AUTHORIZED REPRESENTATIVE</div> <div>Agent Signature</div> </div>	

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**COMMERCIAL LIABILITY
CGL – ENDORSEMENTS**

**1ST REPRINT
JUNE 1991**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**CITY OF YAKIMA, THE AGENTS, EMPLOYEES AND ELECTED OR
APPOINTED OFFICIALS**

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration. This is applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

AGENT SIGNATURE

DATE

**PERFORMANCE BOND
BOND TO CITY OF YAKIMA**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____

a _____ Corporation as Principal and _____ a

corporation organized and existing under the laws of the State of _____ as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF YAKIMA in the penal sum of \$_____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the CITY OF YAKIMA.

DATED at Yakima, Washington, this _____ day of _____,

Never-the-less, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by the Yakima City Council on _____, _____, the City Manager and City Clerk of the CITY OF YAKIMA has let or is about to let to the said _____, the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, sub-contractors and material men, and all persons who shall supply said principal or sub-contractors with provisions and supplies for the carrying on of said work, and shall hold said CITY OF YAKIMA, its employees, agents, and elected or appointed officials, harmless from any damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any sub-contractor in the performance of said work and shall indemnify and hold the CITY OF YAKIMA, its employees, agents, and elected or appointed officials, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the CITY OF YAKIMA, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

(Contractor)

By: _____

(Print Name)

Its: _____
(President, Owner, etc...)

Approved as to form:

(City Attorney)

(Surety)

By: _____

(Print Name)

Its: _____